



DEPARTMENTS OF THE ARMY AND AIR FORCE
JOINT FORCE HEADQUARTERS, MISSISSIPPI NATIONAL GUARD
THE ADJUTANT GENERAL'S OFFICE
POST OFFICE BOX 5027
JACKSON, MISSISSIPPI 39296-5027

JFH-MS-C-PC

24 February 2012

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: General Armory Control and Rental, MSARNGR 405-80-1

1. Clarification required a need for revisions of subject regulation. Unit Commanders will review the enclosed MSARNGR 405-80-1 noting all clarification changes, brief all authorized representatives, and ensure compliance with this regulation by unit personnel.
2. Any questions may be directed to Judy Eberhardt, Director, State Purchasing and Contracting Division at DSN 293-6209, CML 601-313-6209, or 5-Digit 36209.

Encl

Augustus L. Collins
AUGUSTUS L. COLLINS
Brigadier General, MSNG
The Adjutant General of Mississippi

DISTRIBUTION:
B, C, D, E

21VLE 570

301/111-2 111 6:52

48 111/111 111 111
111/111 111 111

GENERAL
ARMORY CONTROL AND RENTAL

PURPOSE: To outline a general policy for use of state owned, leased, licensed, or controlled armories.

APPLICABILITY: This Armory Control and Rental Regulation applies to the Mississippi Army National Guard.

SUGGESTED IMPROVEMENTS: The proponent of this regulation is State Comptroller, State Purchasing and Contracting Division (JFH-MS-C-PC)

CHANGES: Changes will be published as required and will be effective as indicated in the change.

	Paragraph	Page
Purpose.....	1	1
Definition of Armory.....	2	1
Armory Fund Councils.....	3	2
Armory Directives.....	4	2
Rentals.....	5	2-3
Concessions.....	6	3
Deficiencies.....	7	3
Monitoring of Armory Funds.....	8	3
Cancelled Contracts.....	9	3
Rental Contract Form.....	APPENDIX A	A-1-A-4

1. Purpose: To outline a general policy for use of state owned, leased, licensed, or controlled armories.

2. Definitions:

a. Armory – Any building or portion thereof which is legally owned, leased, licensed, or controlled by the state of Mississippi for military purposes, to house and train one or more National Guard units and to store their supplies and equipment, is hereby defined as an armory.

b. Rental – Any use of the facility by an outside party that would result in the payment of monetary considerations for such use.

c. Use – Any use of the facility by an outside party that for community or public relations benefits, does not result in the collection of monetary reimbursements to the armory fund.

d. Renter/User – Any individual, organization, outside party, or state agency utilizing a National Guard Armory under contract to host for profit or non-profit events.

3. Armory Fund Councils: The Commanding Officer will appoint an Armory Fund Council to manage the business and expenditures of the armory to include use/rentals. Composition of the council for single unit armories and multiple unit armories will be in accordance with MSARNGR 230-1-1.

4. Armory Directive: Each council will issue directives concerning the operation and use of their facility. The council will charge for use of the armory based on like facilities available in that community. The objective of this policy is to maximize income to the unit fund. These directives will be a permanent part of the armory fund record.

5. Rentals: State owned armories, leased, licensed and controlled facilities are required for the training of the National Guard and the housing of equipment for such training. The use of an armory or any of its facilities for non-military activities that would interfere with or restrict military use is forbidden. It is not intended the National Guard compete with the private sector in the renting of facilities, but when renting the facility, equal access will be given to prospective renters. Facilities may be rented at the discretion of the council on the following conditions:

a. All organizations or individuals renting or using the armory will execute a contract for its use prior to that date. Verbal approvals will be given ONLY for extenuating circumstances. Use ONLY the reproduction of (Rental Contract Form, AGO FORM 472-22 dated 1 March 2012). (Appendix A)

b. Three completed copies with original signatures of rental contract will be forwarded to the next Battalion or higher Headquarters (Director, FMO for overhead units) for review and subsequent forwarding to this Headquarters for approval, prior to execution of the contract with a Renter/User. Contracts should be forwarded ATTN: JFH-MS-C-PC.

c. As a minimum, non-profit organizations and individuals renting the facility will be charged for all utilities, will pay nominal rental fee; will either furnish or pay for necessary janitorial services to clean up the armory and grounds after use; and will pay for the necessary Fire Safety Guards as described in paragraph K. Circumstances that justify a waiver of rental fee, i.e., organizations that provide support to the facility, will be annotated on the contract, bottom of page A-4.

d. Profit-making organizations will be charged for utilities and, a fee to be determined by the council for use of the armory. This may be a fixed fee or percentage of the gate receipts, whichever would be greater. Renter/User will either furnish or pay for the necessary janitorial service to clean the armory and grounds. Renter/User will pay for the Fire Safety Guards as described in paragraph K.

e. The using organization or individual will assume all liabilities for injuries, mishaps, or deaths that may occur. The Mississippi Tort Claims Act and state law are applicable to state agencies.

f. Armories will not be rented or used by any organization where due to the nature of an activity, more than normal wear, tear or damage to the facility may result.

g. Facilities will not be rented or used for any activities which are detrimental or may appear detrimental to the interest of the National Guard or community.

h. Armories will not be rented or used for purposes which are in violation of city, county, state or federal laws and ordinances.

- i. All areas where federal or state property is stored will be locked when the facility is rented or used.
- j. The Unit Commander or his authorized representative will be present when the armory is rented or used. The representative will be fully briefed regarding security requirements and appropriate courses of action. Custodian and janitorial services conducted after duty hours will require a separate fee. The council will determine and control fee structure for custodian and janitorial services. Under special circumstances the fee may be waived, i.e., Family Support Group gatherings, organizations that provide support to the facility or other like activities.
- k. Units not having a Fire Suppression System will have two Fire Safety Guards (trained National Guard personnel) present when the armory is rented or used. Their only duty shall be to perform constant patrol of the premises and watch for fires. Training will be coordinated with the MSARNG Fire Marshall. The unit will telephonically contact the Battalion Headquarters before the event begins, stating that the Fire Safety Guards are on station and present for duty. Fees for Fire Safety Guards will require a separate fee with payment arranged by the Renter/User with unit personnel. The council will determine and control fee structure for Fire Safety Guards. Under special circumstances, the fee may be waived, i.e. Family Support Group gatherings, organizations that provide support to the facility or other like activities.

Duties of the Fire Safety Guards are as follows:

- (1) Perform constant patrol of the premises and keep watch for fires. No other duties shall be performed during the duration of the event.
 - (2) Responsible for notifying the local fire department for each event held and the duration of each rental.
 - (3) Have a short term safety plan implemented, to safely evacuate the facility during an event in case of an emergency.
- l. The renting or using organizations or individuals will be responsible for providing security personnel for their activities as required by the council.

- m. All funds derived from rentals will be accounted for as provided in MSARNGR 230-1-1 for armory funds.
 - n. The unit will immediately follow-up on any maintenance requests that may result from rental occupancy. If required, a portion of the funds derived from rental should be used to cover the cost of required maintenance.
6. Concessions: All proceeds derived from concessions will be accounted for as provided for in MSARNGR 230-1-1 for armory funds. The council is authorized to pay personnel who operate the concession at rates to be determined by the board. Proceeds derived from vending machines will be accounted for as provided in MSARNGR 230-1-1 for armory funds.
7. Deficiencies: A written report will be submitted by the council listing building deficiencies caused by a rental or use agreement, that requires the attention of the Adjutant General. These reports will be directed to JFH-MS-ARF-FM, IAW MSARNGR 420-10.

8. Monitoring of Armory Funds: Armory funds and armory use contracts will be an item for review during Command Inspections and Staff Visits. The MS Military Department Internal Auditor will continue to check and monitor armory fund and armory rental contracts on an annual basis. Armory funds and armory rental contracts will be monitored by Battalion Headquarters on a quarterly basis.

9. Canceled Contracts: Canceled rental contracts must be reported, in writing, to JFH-MS-C-PC. Email for cancellation is acceptable.

Users of this regulation are invited to send comments and suggested improvements to JFH-MS-C-PC.

BY ORDER OF THE GOVERNOR:

AUGUSTUS L. COLLINS
Brigadier General, MSNG
The Adjutant General of Mississippi

OFFICIAL:

ROLAND J. MANUEL
COL, GS, MSARNG
Director of Information Management

DISTRIBUTION:
B, C, D, E

APPENDIX A

RENTAL CONTRACT

NATIONAL GUARD ARMORY _____, MISSISSIPPI, PHONE NO _____

CONTRACT WITH: Renter/User

DATE: _____

PURPOSE OF ARMORY RENTAL:

TELEPHONE NO: _____

***Complete all Blank Lines**

The application for rental of the _____ Armory, Date _____, 20____,
Time: _____ is approved on the following terms and conditions provided the sum of money agreed
upon herein, is paid to the _____ Armory at least one week prior to rental date herein.

1. The total amount of rental is for charges as follows:

a. \$ _____ as stated on page A-3 which is hereby made a part of this contract. Payment must
be made by check, to Armory Fund.

b. \$ _____ as stated on page A-4 which is hereby made a part of this contract. Separate
fee and payment arranged by the Renter/User with approved unit personnel.

2. General instructions and agreements:

a. Concession rights in the armory and grounds of the _____ Armory are identified as
dispensing of soft drinks, food, candies, hat check, parking of automobiles, etc., and may be reserved by the
Renter/User as indicated in statement of charges. None of these services will be performed, nor items dispensed,
either by same or as a gift (free of charge) unless such service or item is purchased from the party entitled to the
concession rights under the terms of this contract.

b. The "SMOKING" regulations will be enforced by your organization. These regulations permit smoking in
_____.

c. Renter/User hereby agrees to assume all responsibility for any and all damage by your members, guests,
or customers to the building, its equipment, furniture and/or its facilities (includes grounds) at the
_____ Armory during occupancy of said building. Renter/User agrees to pay for any such
damage upon presentation, by the Armory Fund Council, of a certified invoice for the same. The Mississippi Tort
Claims Act is applicable to state agencies.

3. It is agreed that this contract shall be subject to immediate cancellation in the event the National Guard's use of the _____ Armory becomes necessary for any reason.

4. It is agreed Renter/User will comply with state tax laws and pay any and all taxes required for any event in accordance with Section 27-65-22, Mississippi Code 1972.

5. It is agreed Renter/User will provide security personnel as the Armory Fund Council deems necessary for the event.

6. The Armory Fund Council will provide for, a charge determined by the council, two National Guard personnel trained as Fire Safety Guards whose only duties shall be as fire watch to notify local fire departments.

7. It is agreed Renter/User assumes all liability for accidents, injuries, mishaps, or deaths to members, guests, or customers. The Mississippi Tort Claims Act is applicable to state agencies.

8. The Renter/User shall not drive any nails, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, windows, woodwork or other parts of the premises, nor change in any manner or move any fixtures on said premises without written consent of the Armory Fund Council.

9. The Renter/User shall, promptly upon completion of use of said premises, remove all decorations, displays, and equipment used by the Renter/User on the premises.

10. The Renter/User understands that the use of alcohol is at the discretion of the Armory Fund Council's Commanding Officer or higher Headquarters. If permitted, the Renter/User may be required to provide additional security personnel necessary for your function, see paragraph 5, page A-2 of the contract. The Renter/User must abide by all federal and state laws regarding the use and consumption of alcoholic beverages and will assume all liabilities associated with it. Violation of this law or the engagement in any other illegal or immoral activity by the Renter/User or one of the Renter/User's patrons will result in the immediate termination of this contract and the waiver of any recourse, deposit, and/or refund.

11. Specific Armory Restrictions:

- a. No civilian vehicles in military parking compound, drill hall, or parked on armory lawn.
- b. No gambling and/or obscene films
- c. No firearms and/or fireworks on the premises
- d. No boisterous or disorderly conduct
- e. No illegal activities
- f. No political activity (other than voting)

12. The renter acknowledges having read the rules and regulations for the _____ Armory and does hereby agree to comply with these directives.

1 March 2012

The terms of this rental contract are
accepted and agreed to by :

Name of Renting Organization

BY: _____
(signature)

(Name and Title - Print/Type)

BY: _____
(signature)

(Name and Title - Print/Type)

ARMORY FUND COUNCIL:

_____ ARMORY

APPROVED BY :

BY: _____
(signature)

(Custodian Name - Print/Type)

DATE: _____

THE ADJUTANT GENERAL'S OFFICE:

APPROVED BY:

BY: _____
(Dir, State P&C Div)

DATE: _____

RENTAL CHARGES FOR _____ National Guard Armory:

Damage Deposit Option:

(20% of Rental Charge; Returnable check) \$ _____

Basic Rental Fee (incl utilities) \$ _____

With Concessions _____

Without Concessions _____

SEE PAGE A-4 of this contract FOR CUSTODIAN, JANITORIAL, FIRE GUARD FEES

(1) TOTAL (page A-3) \$ _____

(1) NOTE: Total is for Basic Rental Fee with or without concessions plus damage deposit if opted.
Amend total if any portion of damage deposit is returned.

CUSTODIAN, JANITORIAL, AND FIRE GUARD SERVICE FEES

ARMORY RENTAL CONTRACT WITH: _____ ARMORY

DATE/TIME OF RENTAL_____
Complete Worksheet for all services required.
Indicate N/A if service is not applicable.CUSTODIAN (1)
(After duty hours) \$ _____FIRE SAFETY GUARDS (1)
(Required by State Fire Marshall)

1st \$ _____

2nd \$ _____

JANITORIAL (1) \$ _____

(2) Total (page A-4) \$ _____

(1) NOTE: Separate fee and payment in accordance with paragraph
5 j and k of MSARNGR 405-80-1(2) NOTE: Total custodian, janitorial, and fire guard fee paid by
Renter/User to authorized personnel. Payment for
Services rendered must be made to individual by check.